REMARKS

Favorable reconsideration of the application is respectfully requested in light of the amendments and remarks herein.

Upon entry of this amendment, claims 1-20 will be pending. By this amendment, claim 1-5 and 10-15 have been amended. No new matter has been added.

§102 Rejection of Claims 1-10 and 13-20

In Section 2 of the Office Action dated April 9, 2009 ("the Office Action"), claims 1-10 and 13-20 stand rejected under 35 U.S.C. §102(e) as being anticipated by Chase Jr. *et al*. (U.S. Patent Application No. 2003/0187801; hereinafter referred to as "Chase").

Regarding claim 1, as amended, it recites:

> A method of binding content to a hub network, comprising:
>
> (a) receiving a request to bind a discrete instance of content to a hub network including <u>a single server and one or more clients as members of said hub network,</u>
>
> (b) wherein said discrete instance includes <u>discrete locked content data and a discrete license associated with the discrete locked content data,</u>
>
> (c) wherein said discrete content data and the discrete license are stored on said server,
>
> (d) <u>wherein the discrete license is not bound to said hub network;</u>
>
> (e) disabling said discrete instance;

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(f) enabling a bound instance to bind said content
    to said hub network at the server,

(g) wherein said bound instance includes <u>source
    locked content data and a root license
    associated with the source locked content data</u>,

(h) wherein said source content data and said root
    license stored are stored on said server, and

(i) <u>wherein said root license is bound to said hub
    network</u>.

(emphasis added)

Regarding limitation (a) of claim 1, it recites "receiving a request to bind a

discrete instance of content to a hub network including a single server and one or more

clients as members of said hub network."

This limitation of claim 1 is disclosed in at least Paragraph [0060] of the

Publication as follows (emphasis added):

> [0060] *A hub network includes one or more member
> devices. Each member device in a hub network is a server,
> a client, or both.* For example, a member device can
> include server and client functionality in the same physical
> system. **Each hub network has one server.** Each client is
> connected to the server, directly or through networked
> connections. In this way, a hub network follows a hub and
> spoke or star topology with the server at the center.
> *Multiple server devices can be members in the same hub
> network,* **with one server device acting as the server for
> the hub network and the additional server devices acting
> as clients of the hub network's server** (through their client
> functionality).

As explained above, a hub network includes a server and a client as members of

the hub network. While multiple server devices can be members in the same hub

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network, only one server device acts as the server for the hub network and the additional

server devices act as clients of the hub network's server.

In Section 8 of the Office Action, the Examiner states that Chase does not show in

Figure 1, that the licensing server, content server, and black box server are a single

server. The Examiner then cites to Paragraph [0107] of Chase, which states "in one

embodiment of the present invention the license server 24, the authoring tool 18, and/or

the content server 22 may reside on a single computer, processor, or other computing

machine together with the black box server 26, each in a separate work space."

Applicants submit that even if the licensing server, content server and black box

server reside on a single computing machine, they are still in "a separate work space" and

thus do not operate as a single server. Instead, the servers operate as though independent

of each other, but residing adjacent to one another. Thus, Chase still fails to teach or

suggest a single server as claimed by Applicants.

In Sections 38-41 of the Office Action, the Examiner addresses the Applicants'

previous arguments, stating that the "include" language is open-ended and "only one

server device acts as the server for the hub network and the additional server devices act

as clients of the hub network's server is not claimed. In response, Applicants have

amended claim element (a) of claim 1 to explicitly recite "a single server". Applicants

submit that this amendment to element (a) does preclude arrangements having more that

a single server, such as those in Chase.

In response to Section 41 of the Office Action, Applicants submit that the single

server structure of claim 1 affects the method in a manipulative sense, because it defines

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the network as a hub network, which is necessary for enabling a bound instance, as

recited in element (f). The Examiner states that the claims have been alternately rejected

under 103, however, Applicants cannot find the 103 rejection the Examiner is referring

to.

Regarding limitations (b)-(i) of claim 1, they recite: "wherein said discrete

instance includes discrete locked content data and a discrete license associated with the

discrete locked content data" (limitation (b)); "wherein said discrete content data and the

discrete license are stored on said server" (limitation (c)); "wherein the discrete license is

not bound to said hub network" (limitation (d)); "disabling said discrete instance"

(limitation (e)); "enabling a bound instance to bind said content to said hub network at

the server" (limitation (f)); "wherein said bound instance includes source locked content

data and a root license associated with the source locked content data" (limitation (g));

"wherein said source content data and said root license stored are stored on said server"

(limitation (h)); and "wherein said root license is bound to said hub network" (limitation

(i)).

These limitations of claim 1 are disclosed in at least Paragraphs [0032]-[0034]

and [0112] of the Publication as follows (emphasis added):

> [0032] As discussed below, an instance that is compliant
> with hub network operation is in one of two exclusive
> states: discrete or bound. *A discrete instance is independent*
> *of any hub network* and can be played or presented through
> any compliant device (according to the license of the
> discrete instance). However, a compliant device cannot
> make a usable copy of a discrete instance. *A discrete*
> *instance includes locked content data and a discrete*
> *license.* The locked content data of the discrete instance is
> referred to as the "discrete version" of the locked content

data. The locked content data is locked by being protected from unauthorized access, such as by encryption. *A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network* and on zero or more of the clients of the hub network. The locked content data stored by the server is the source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source version, and/or any of the sub-copy versions can be the same). *A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Members of that hub network can make sub-copies of the content data of a bound instance.*

[0033] *A server device can change the state of a discrete instance from discrete to bound, disabling the discrete instance and enabling a bound instance.* A disabled instance is rendered unusable (e.g., through deletion or encryption of the content data of the instance or disabling the license(s) for the instance). A server device can also change the state of a bound instance from bound to discrete, disabling the bound instance (including any corresponding sub-copies) and enabling a discrete instance. In addition, the server for a hub network manages root responsibility for a bound instance. *Root responsibility includes issuing and managing the licenses for the content data of the bound instance in the hub network.* Accordingly, the server holds a root license defining permissions for presenting the bound instance and for managing the content data and licenses of the bound instance in the hub network. When a new sub-copy is created, a license is also created for the sub-copy from the root license. An instance of content that is not compliant with hub network operation is a non-compliant instance. A compliant device will play or copy a non-compliant instance according to whatever recognized copy control information may be associated with the instance.

[0034] In FIGS. 2-16, letter labels indicate the versions of locked content data of instances of content. The version of

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the locked content data, and so also the state of the instance corresponding to the locked content data, is indicated by variations of the letter. *Underlining indicates a discrete version of content.* For example, a discrete version of the movie A is indicated by "A". *An uppercase letter without underlining indicates a source version of locked content data, stored on a server.* For example, the source version of the movie A is indicated by "A". A lowercase letter indicates a sub-copy version of locked content data. For example, a sub-copy version of the movie A is indicated by "a". The versions also have corresponding licenses (not shown in FIGS. 2-16): *a discrete version has a discrete license, a source version has a root license,* and a sub-copy version has a sub-copy license.

[0113] Each compliant instance of content in the hub network is in one of two exclusive states: discrete or bound. *A discrete instance of content is not bound to any hub network and can be moved from one device to another, in or out of the hub network, using compliant media.* A compliant device will not make a copy of a discrete instance (other than transiently in the course of presenting the content data). The discrete instance can be in various forms, such as one or more electronic files stored on complaint storage media (e.g., an optical disc), or one or more electronic files stored in storage of a compliant device (e.g., received by download through a network connection). Media storing a discrete instance of content is media network compliant media. Compliant media allows a server to modify the discrete instance as needed, such as to disable the discrete instance when binding the content to the hub network. In addition, compliant media is configured so that devices are not to be able to create a bit-by-bit copy of the data of any discrete instances stored on the compliant media. Accordingly, compliant media is or includes secure read/write storage media (e.g., a writable optical disc or read-only media with an attached or associated writable storage). In one implementation, the writable storage is remote from the media itself, such as a database. A compliant device will not create a copy of a discrete instance.

From the cited passages above, it is clear that there are two types of instances

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taught by Applicants- discrete and bound. Discrete instances are not bound to any hub network and can be moved from one device to another using compliant media, in and out of the hub network. Additionally, compliant media will not create a copy of a discrete instance.

In contrast, bound instances are bound to a single hub network. A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Members of that hub network can make sub-copies of the content data of a bound instance.

With respect to limitation (d), Applicants submit that Chase fails to teach or suggest that a discrete license is not bound to a hub network. Rather, as stated in paragraph [0011] of Chase: "At the content server, the digital content is encrypted using an encryption key, and public/private key techniques are employed to **bind** the digital content with a digital license at the user's computing device or client machine," (emphasis added). Because Chase expressly teaches binding the digital license to a user's computing device, Chase does not teach a discrete license which is not bound to a hub network, as recited by limitation (d) of claim1.

With respect to limitations (g) and (h), Applicants submit that Chase fails to teach or suggest a bound instance includes source locked content data and a root license associated with the source locked content data and Chase fails to teach or suggest that source content data and the root license stored are stored on a server.

From the cited passages above, Applicants submit that root responsibility includes issuing and managing the licenses for the content data of the bound instance in the hub

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network. Accordingly, the server holds a root license defining permissions for presenting the bound instance and for managing the content data and licenses of the bound instance in the hub network.

As asserted by the Examiner, since the license is encrypted with a private root key in Chase, the license is understood to be a root license. Citation to Chase, Paragraph [0213].

However, the Examiner's designation of the license encrypted with a private root key as a root license is not correct. As explained in Paragraph [0213] of Chase: "the private root key (PR-R) is known only to a root entity, and license server 24 can only issue licenses 16 if license server 24 has arranged with the root entity to issue licenses." Thus, a separate root entity gives permission to the license server to issue licenses by providing a certificate (PR-R) to the license server.

From Chase, it is apparent that Chase's license server relies on the root entity to be able to issue licenses. This is in contrast to Applicants' server, where root responsibility includes *issuing and managing* the licenses for the content data of the bound instance in the hub network. Because Chase's license server cannot issue licenses independently at the license server, it does not issue root licenses.

Furthermore, Chase fails to teach or suggest storing a root license on the server. Applicants submit that this limitation is newly added and therefore, not addressed by the Examiner in the Office Action. However, Applicants submit that after reviewing Chase, this newly added limitation is absent from Chase. Consequently, Chase cannot be relied on to teach limitation (h) of claim 1.

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With respect to limitation (i) of claim 1, Chase fails to teach or suggest a root license is bound to a hub network. As recited in Paragraph [0116] of Applicants' specification: "The root license 2330 is cryptographically bound to the specific server."

The Examiner states that Chase teaches this limitation because "the private root key is unique to the server [0213], therefore the license cannot be read outside of the network." Applicants submit that the private root key being referred to in Chase is not unique to the server. Rather, the private root key is only known to a root entity, is provided by the root entity and is used encrypt each license. There is simply nothing in Chase about the private root key being unique to a server.

Furthermore, there is nothing in Chase about the license not being capable of being read outside the network. As long as the private root key is provided by the root entity to issue a license, there is nothing in Chase which would limit the license to being in the network.

For a reference to anticipate a claim under 35 U.S.C. §102, the reference must teach each and every element of the claim. Because Chase fails to teach at least elements (a), (d), (g), (h) and (i) of amended claim 1, Applicants respectfully contend that the anticipation rejection is improper and that claim 1 is presently in condition for allowance.

Dependent claims 2-20 inherit the patentability of independent claim 1, and are thus also allowable over Chase. Accordingly, Applicants requests that a notice of allowance be issued for the pending claims.

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<u>Conclusion</u>

In view of the foregoing, applicants respectfully request reconsideration of claims 1-20 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 50-2075.

Respectfully submitted,

Dated: _August 7, 2009_   By: /Samuel S. Lee/
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